

Landlord and Tenant (Ireland) Act (1870)
Amendment Bill.

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TO

Amend the Landlord and Tenant (Ireland) Act, 1870.

A.D. 1878.

WHEREAS it is expedient to amend the Landlord and Tenant (Ireland) Act, 1870:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of same, as follows:

Construction and Short Title.

1. This Act shall, so far as is consistent with the tenor thereof, be construed as one with the Landlord and Tenant (Ireland) Act, 1870, (herein-after referred to as the principal Act,) and may be cited as the Landlord and Tenant (Ireland) Act, 1879.

Construction and short title of Act.

Ulster Tenant Right Custom.

2. Whereas by section one of the principal Act, the usages prevalent in the province of Ulster known as and in that Act intended to be included under the denomination of the Ulster Tenant Right Custom, were declared to be legal, and it was enacted that in the case of any holding in the said province proved to be subject thereto the same should be enforced in manner provided by that Act:

Presumption in favour of right of sale of holdings in Ulster.

And whereas difficulties have arisen in carrying the said provisions into effect, and it is expedient to remove such difficulties and otherwise to amend the said provisions:

Be it enacted as follows:

Every holding situate in the province of Ulster shall, until the contrary is proved, be presumed to be subject to the right or privilege on the part of the tenant thereof, if proceeded against by ejectment for nonpayment of rent, or otherwise disturbed by the landlord, or if at any time desiring to quit his holding, of selling such holding—subject to the payment of the rent at which the

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A.D. 1878. same is held, or such fair rent as may be payable in respect thereof from time to time—to an incoming tenant to whom the landlord shall not make reasonable objection; or on resumption of the holding by the landlord, of receiving from him the value of such holding as if the same were so sold to such incoming tenant as 5
aforesaid: Provided always, that out of any moneys payable to the tenant by reason of any such sale or resumption, there shall be paid to the landlord all sums due to him from the tenant or his predecessors in title, for rent or otherwise, in respect of the same holding.

Presumption not to be rebutted by proof of lease merely. 3. Such presumption shall not be deemed to be rebutted by proof 10
that the tenant holds or has held under a lease or other written contract of tenancy, unless such lease or contract has expressly and for valuable consideration excluded such right or privilege.

Presumption not to be rebutted by proof of surrender merely. 4. Such presumption shall not be deemed to be rebutted by proof 15
merely that the holding, or any part thereof, has been surrendered to the landlord for the time being by the present or any previous tenant; or that neither the present tenant, nor any of his predecessors in title, had, on coming into the holding, paid any money or given any other valuable consideration to the outgoing tenant for such holding. 20

Sale may be by public auction or private contract, unaffected by restriction of price. 5. A tenant entitled as aforesaid to sell his holding may sell the same, unaffected by any restrictions as to price which may have been imposed by the landlord or his predecessors in title, and either by public auction or by private contract, to any person to whom the landlord shall not make reasonable objection as afore- 25
said; provided always, that if on the occasion of any such sale the landlord himself desires to resume possession of the holding, he shall be entitled to do so, on paying to the tenant such sum as the holding would realise if sold as aforesaid to an unobjectionable tenant.

General Provisions.

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Contracts of purchase of Tenant Right or analogous usage. 6. No contract made after the *passing of this Act* shall be valid or effectual for the purchase or acquisition by the landlord from the tenant (as to any holding in the province of Ulster) of the Tenant Right Custom thereof as mentioned in section one of the principal Act, or (as to any holding not situate within the province of Ulster) 35
of the benefit of any corresponding usage, as mentioned in section two of the principal Act, unless such contract shall be in writing, signed by the tenant, and made for a valuable consideration therein specified, as given or allowed to the tenant in respect of such purchase or acquisition. 40

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Additional provisions as to compensation for improvements.

7. Whenever any tenant of a holding shall claim compensation under section four of the principal Act in respect of improvements made thereon by himself or his predecessors in title, the Court disposing of such claim shall have regard to the following provisions:

If in tracing title to such improvements it shall be shown that any tenant had surrendered his interest in the whole or any part of the land of which such holding consists, in order that a new letting thereof might be made to himself or any other person, and such letting shall have been so made, the tenant who shall have so surrendered shall be deemed to be the predecessor in title of the tenant to whom such new letting shall have been made.

The claim of any tenant for compensation in respect of any improvements shall not be defeated or prejudiced, by merely showing that after the making of such improvements he or any of his predecessors in title accepted a new letting of the whole or any part of the lands upon which such improvements were made, or otherwise altered the tenure of the same; and no such new letting or alteration of tenure shall by implication merely operate as a surrender or extinction of, or otherwise prejudice the right to claim compensation in respect of any improvements.

Save as aforesaid, nothing contained in this section shall prevent or in anywise hinder the landlord from disputing the tenant's claim to compensation for improvements on any ground, on which he might otherwise rely, as disentitling the tenant to such compensation.

8. It is hereby declared that in all cases of eviction by title paramount, every person then in occupation of and liable to pay rent for the lands shall be entitled, as against the person so evicting, to recover compensation for improvements made thereon by him or his predecessors in title, in the manner and subject to the conditions prescribed with respect to such compensation in section four of the principal Act.

Compensation for improvements in eviction by title paramount.

9. Sub-section two of section thirteen of the principal Act is hereby repealed; and the said section shall henceforth be read and construed in all respects as if sub-section two had not been originally contained therein.

Repeal of 53 & 54 Vict. c. 45, s. 13, sub-s. (2).

10. And whereas by section eighteen of the principal Act it is provided "that in any case in which compensation shall be claimed under section three of that Act, if it shall appear to the Court that the landlord has been and is willing to permit the tenant to continue in the occupation of his holding upon just and

Additional provision as to equities between landlord and tenant.

A.D. 1878. " reasonable terms, and that such terms have been and are unreason-
ably refused by the tenant, the claim of the tenant to such com-
pensation shall be disallowed : " And whereas it is expedient to
make provision for the converse case, of the tenant being willing
to continue in occupation on just and reasonable terms, and of such
terms being unreasonably refused by the landlord :

Be it therefore enacted, that in any case in which compensation
shall be claimed under section three of the principal Act, if it shall
appear to the Court that the tenant has been and is willing to
continue in the occupation of his holding upon just and reasonable
terms, and that such terms have been and are unreasonably
refused by the landlord, the claim of the tenant to such compensa-
tion shall be allowed in full, provided the sum so claimed does
not exceed the largest amount which may be awarded to such
tenant according to the scale contained in the said last-mentioned
section.

Facilities for
ascertain-
ment of fair
rent.

11. And whereas the ascertainment of a fair rent between land-
lord and tenant is at present attended with difficulty, and often
involves the service of notice to quit without any desire or inten-
tion of enforcing the same, and it is expedient to facilitate such
ascertainment of rent :

Be it therefore enacted as follows :

Either party, whether landlord or tenant (herein-after called the
claimant), desiring an alteration of the rent payable to or by him in
respect of any holding, not being a holding under a lease for a term
of which more than one year is then unexpired, or for any greater
estate, may serve on the other party (herein-after called the respon-
dent) a notice of claim in the manner prescribed by rules to be made
as herein-after mentions, requiring an alteration of the then exist-
ing rent, and stating the amount of the proposed new rent ; and the
respondent within the time, and in the manner prescribed by the
like rules, shall, if he object to such proposed new rent, serve upon
the claimant, or, in his absence, his known agent, a notice of dis-
pute, stating the grounds on which he objects to the proposed
alteration of rent, and thereupon a dispute shall be deemed to have
arisen between the landlord and tenant in respect of such proposed
alteration of rent, and the same shall be taken to be a dispute
within the meaning of the provisions of the principal Act, and shall
accordingly be dealt with and determined in like manner as other
disputes under the principal Act ; and upon the hearing of such
dispute the Court shall ascertain the amount fairly payable by the
tenant as the rent of the said holding, having due regard to the rights
of both parties, as well under the principal Act and this Act as

otherwise, and shall make an order accordingly, declaring the amount of rent so payable, and if the same be a new rent, the period from which such new rent shall be payable. A.D. 1873.

Rules with respect to proceedings under this section shall be deemed to be within and subject to the provisions of section thirty-one of the principal Act, and may from time to time be made, rescinded, annulled, or added to accordingly.

12. And whereas by the principal Act, and the Landlord and Tenant (Ireland) Act, 1872, advances of money are authorised to be made to tenants to facilitate the purchase of their holdings, and it is expedient further to facilitate such purchases: Additional facilities of purchase by tenants of their holdings.

Be it therefore enacted, that the following sections of the principal Act shall be varied in the following particulars; that is to say,

In section forty-four the words "*four fifths*" shall be substituted for "two thirds;"

In section forty-five the words "*four fifths*" shall be substituted for "two thirds," and the words "*one fifth*" shall be substituted for "one third;"

In section forty-seven the words "three fourths" shall be substituted for "four fifths."

And section one of the Landlord and Tenant (Ireland) Act, 1872, shall be varied in the following particulars:

In sub-sections one and three respectively, the words "*four fifths parts*" shall be substituted for the words "two third parts" and so much of sections forty-four and forty-five respectively of the principal Act as prohibits the alienation or assignment, without the consent of the Commissioners of Public Works in Ireland, therein and hereinafter referred to as the Board, of any holding charged with an annuity for the repayment of advances during such time as any part of such annuity remains unpaid, and provides that the holding so alienated or assigned in contravention of such prohibition shall be forfeited to the Board, to be held for public purposes, and also so much of section two of the Landlord and Tenant (Ireland) Act, 1872, as provides that, in the event of any such alienation or assignment without consent, the Board may sell the holding so alienated or assigned, and apply the proceeds of such sale in manner therein mentioned, shall be and the same are hereby respectively repealed.

13. In this Act the words "landlord" and "tenant" and "improvements" respectively shall have the meanings assigned thereto respectively in the Landlord and Tenant (Ireland) Act, 1870.

14. This Act shall apply to Ireland only.

Interpretation of words,
"Landlord,"
"Tenant,"
"Improvements."
Act to apply to Ireland only.

**Landlord and Tenant
(Ireland) Act (1870)
Amendment.**

B I L L

To amend the Landlord and Tenant
(Ireland) Act, 1870.

*(Prepared and brought in by
Mr. Daniel Fogarty, Mr. Thomas Sturges, and
Mr. Benjamin Sturges.)*

Ordered, by The House of Commons, to be Printed
4 December 1870.

[Sd at]

Charles T. Sturges,